



**BUREAU OF
BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES**
2600 Bull Street
Columbia, SC 29201-1708
Telephone: (803) 898-3501 Fax: (803) 898-3505
<http://www.scdhec.net/procurement>

REQUEST FOR PRICE QUOTATION**THIS IS NOT AN ORDER**

Quotation must be received by Date: April 30, 2010 Time: 2:30 p.m. E T	Mail or fax quotation to above address <i>Wayne A. Tesh, Jr.</i> to ATTN.: Wayne A. Tesh, Jr.	Solicitation number: RFQ-38463-4/30/2010-WAT	Date issued: April 20, 2010
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Description: To establish a contract to provide printing of Wisewoman New Leaf curricula

NOTE: SEE ATTACHED SHEETS FOR SPECIFICATIONS, BIDDING SCHEDULE, PROVISIONS AND CLAUSES

MUST BE SIGNED TO BE VALID

By signing this request for quotation, I certify:

- This request for quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting bid for the same materials, supplies, or equipment and is in all respects fair and without collusion for fraud.

By signing this request for quotation, I agree:

- To abide by all conditions of this request for quotation and certify and I am authorized to sign this quotation for the bidder.
- If this quotation is accepted within 30 days from date of opening, to furnish any and all items/services at the prices quoted.

Drug-Free Workplace: Required by Section 44-107-10 (Drug Free Workplace Act) of the South Carolina Code of Laws, 1976, as amended. By submission of a bid, the bidder certifies that he/she will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.

Authorized Signature		Printed Name		Date Signed
Company			Social Security or Federal Tax Number	
Mailing Address			Area Code and Phone Number	
City	State	Zip Code	Toll Free Phone Number	
E-mail Address			Fax Number	

Any amendments to this solicitation will be posted at <http://www.scdhec.gov/procurement>

Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

PURPOSE and SCOPE OF WORK: To establish a contract for printing of Wisewoman New Leaf curricula.

SPECIAL CONDITIONS

1. **AWARD:** The contract will be awarded by total to the lowest responsible and responsive bidder.
2. **REQUEST FOR QUOTATION:** The quotation must be received by DHEC-Procurement Services by April 30, 2010, by 2:30 p.m. ET
3. **FAXED QUOTATION:** A faxed quotation is acceptable. The fax number is 803-898-3505.
4. **ANTICIPATED SHIP TO:** Williamsburg County Public Health Department
Suite C520
Thurgood Marshall Highway
Kingstree, S.C. 29580
1,000 each
and
Sumter County Public Health Department
Room # 218
105 North Magnolia Street
Sumter, S.C. 29150
1,000 each
5. **INVOICING:** Invoice must be itemized and sent to:
S.C. Department of Health and Environmental Control
Health Service-Operations
PO Box 101106
Columbia, SC 29211
6. **CONTACT PERSON:** The contact person for this solicitation is:
Wayne A. Tesh, Jr., CPPB
S.C. Department of Health and Environmental Control
Division of Procurement Services
(803) 898-3501
7. **MODIFICATIONS:** Any modification must have prior written approval from the procurement official before proceeding with the project.
8. **PRINTING GUIDELINES:** All printing guidelines referenced in the South Carolina Government Printing Services Manual, dated September 28, 2005, shall apply.
9. **DELIVERY:** The delivery cost will be included in the unit price.
10. **MAXIMUM CONTRACT PERIOD – ESTIMATED:**
Start Date: 01-JUL-2010 End Date: 30-JUN-2013
Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Terms of Contract – Effective Date / Initial Contract Period". This is a one year contract with two mutual one-year options to renew. If the contractor elects not to extend on the anniversary date, the contract must notify DHEC's Division of Procurement of its intention in writing ninety (90) days prior to the anniversary date.
11. **TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD**
The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.
12. **TERM OF CONTRACT – OPTION TO RENEW**
At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.
13. **OVERRUNS/UNDERRUNS:** Overruns or underruns will be based on the quantity ordered and shall not exceed 2.5%. DHEC will only pay for overruns up to 2.5%.

Special Conditions continued on next page.

Special Conditions continued from previous page.

14. **AGENCY PROPERTY:** All artwork or samples provided to the Vendor in this production remain property of SC Department of Health & Environmental Control and must be returned to Agency Representative at completion of project, prior to payment.
15. **SUCCESSFUL VENDOR PICK UP OF MATERIALS TO BE PRINTED:** Following award of contract or date indicated within the solicitation, unless otherwise stated, the Vendor will be responsible for arranging pick up of completed artwork, computer disks, or other related materials by appointment with Ms. Libby Gamble, 803-898-3866, SC-Department of Health & Environmental Control Communication Resources Center, 2600 Bull Street, Room 1500, Columbia, SC.
 - a. For release of these materials, the Vendor must reference the purchase order.
 - b. SC Department of Health & Environmental Control is not responsible for delivering, mailing, shipping or faxing any materials to Vendor.
 - c. All Visitors must enter/register at the front lobby, and shall be assigned a temporary pass for use while inside the complex.
 - d. Visitors' parking is located along Bull Street in front of Sims/Aycock Complex.
16. **PROOFING REQUIREMENTS AND DELAYS:** An accurate full-color proof of each design is mandatory prior to production. In the interest of time, DHEC will endeavor to return proof no later than two workdays, however, should unforeseen circumstances require, any proof held longer than two workdays will result in an equal number of production days the Vendor is allowed before delivery is required. For example, a proof held by DHEC five workdays would result in three additional workdays for Vendor's production or delivery of the product. If a proof contains composition errors that are traced to the Vendor's software, one or more additional, no-cost proofs may be required by Agency until errors are eliminated.
17. **QUANTITIES:** The quantities indicated under the Specifications and Bidding Schedule are the minimum quantities to be printed for each year of the contract. Additional undetermined quantities may be requested during the year.
 - a. DHEC reserves the option to make changes to the Wisewoman New Leaf curricula on each anniversary date of the contract.
 - b. The same proof requirements for each anniversary date will apply.
 - c. Due to program funding vendor is not to print until notified by the DHEC program person.

Printing of Wisewoman New Leaf curricula consisting of: Participant Notebook and Exercise Module

Quantity	Unit of Measure	Unit Price	Extended Price	Total Price	Delivery Date
2,000 per year	Each	\$	\$	\$	
AWARD: The award for this item to be based on a quantity of 2,000					
Optional Prices for quantities to be printed as needed:					
Quantity	Unit of Measure	Unit Price	Extended Price		
250	Each	\$	\$		
500	Each	\$	\$		

Item Description: A full-color booklet text to be imprinted "front-and-back" on 8-1/2"(w) x 11" sheets. The design utilizes screened areas with reversed inks. The completed project is collated, trimmed, as-necessary, and sheets are standard 3-hole punch. Tab divider sheets imprinted on 67# light blue cardstock are part of the entire design. A total of ten (10) tab divider sheets in five-position design will be printed/collated and included in each completed booklet set. SC Department of Health & Environmental Control will supply all composition on PDF files, output on a CD-R. The Successful Vendor is responsible for a laser proof of the entire publication, plus and accurate full-color proof of Page 27 in the Participant Notebook and Page 10 in the Exercise Module is mandatory are mandatory and represent the color accuracy to be expected throughout the finished publication. All printing must be done in accordance with first class, professional quality standards. The Wisewoman Lifestyle Intervention consisting of: Participant Notebook and Exercise Module must be packed in standard cardboard cartons with exterior labeling that identifies the title of contents within. See also State of S.C. Printing Specification Sheet on page 6.

Explanation of Details (State of S.C. Printing Specification Sheet)

* The text count of the Participant Notebook is 182pp.

The text count of the Exercise Module is: 18pp.

** Five position tab divider sheets imprinted on 67# light blue cardstock are part of the design.

A total of ten (10) tab divider sheets will be included in each completed booklet set. The divider sheets consist of two 5 position sets, with a single designation of A, B, C, D, E, F, G, H, I, and J appearing on each tab.

Tab position Designation

Position 1: A
Position 2: B
Position 3: C
Position 4: D
Position 5: E

Position 1: F
Position 2: G
Position 3: H
Position 4: I
Position 5: J

(Specifications and Bidding Schedule continued on next page)

(Specifications and Bidding Schedule continued from previous page)

Please note: The completed tabs must be collated into the finished text by the Successful Vendor.

*** An accurate full-color proof of Page 27 in the Participant Notebook is mandatory.

An accurate full-color proof of Page 10 in the Exercise Module is mandatory.

DHEC will consider the approved appearance of these pages as representative of color accuracy, which may be anticipated, throughout the completed publication.

@ The completed publication will be collated into sets and 3-hole punched. A color separator "fly" sheet must be positioned between each completed set for easy removal.

The page count does not include these additional, blank "fly-sheets" which are located between each completed set.

Question	Mandatory /Optional	Multiple Responses Accepted?	Response
Are you requesting the S.C. Resident Vendor Preference? See the S.C. Procurement Code, SECTION 11-35-1524(C)(1)(I)&(II) and "Procurement Preferences" on Pages 7-8 of this solicitation for more information. For Frequently Asked Questions on these preferences please see: www.procurement.sc.gov/preferences	Mandatory	No	<p>_____ Yes</p> <p>_____ No</p>
SC/US End Product preference . SECTION 11-35-1524, See "Procurement Preferences" on Pages 7-8. Select SC End Product preference if product is made, manufactured or grown in the S.C. Select US End Product preference if product is made, manufactured or grown in the U.S. Select No if not claiming a preference.	Mandatory	No	<p>_____ No, I am not claiming either preference.</p> <p>_____ Yes, I am claiming US End Product Preference.</p> <p>_____ Yes, I am claiming SC End Product Preference.</p>

STATE OF S.C. PRINTING SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made a part of all Printing Procurement by reference.
MARK THE BOXES AND FILL IN THE BLANKS THAT ARE APPLICABLE. ☒ SEE ATTACHED SPECIFICATIONS.

VENDOR _____ AUTHORIZED SIGNATURE _____

DESCRIPTION: Wisewoman New Leaf curricula AGENCY: SC Department of Health & Environmental Control

AGENCY CONTACT: See solicitation PHONE NUMBER: See solicitation

QUANTITY (per issue): See Add + ISSUES (per year): _____ FLAT SIZE: 8-1/2" w x 11" h FOLDED SIZE: _____

PAGES: See Add * ☐ PLUS COVER ☐ SELF COVER ☒ OTHER: front and back

STOCK: Text: White 70# recycled Other: _____

Cover: White 80# recycled Other: Ten total (A-J) tab-divider sheets in 67# light blue cardstock **

INK: Text - ☐ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process

☐ 5 Color ☐ 6 Color ☒ Other: screens/reverses ☐ Bleeds (No. _____)

Covers 1 & 4 - ☒ 1 Color black, tabs-only ☐ 2 Color ☐ 3 Color ☒ 4 Color Process

(Front & Back)

☐ 5 Color ☐ 6 Color ☒ Other: screens/reverses ☐ Bleeds (No. _____)

Covers 2 & 3 - ☐ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process

(Inside front

Inside Back)

☐ 5 Color ☐ 6 Color ☐ Other: _____ ☐ Bleeds (No. _____)

MECHANICAL: Composition and Layout provided by - ☐ Printer ☒ Agency ☐ Camera Ready ☐ Negatives Furnished

☒ Other: Reference mechanical to be provided by Agency.

MEDIA: Electronic Transmission - ☐ Modem ☐ E-mail ☐ Other: _____

Media Format - ☐ IBM Comp. ☒ Macintosh ☐ Other: _____ ☒ File Copied to Media ☐ File Printed to Media

Media Type- ☐ 3.5" Floppy ☐ 44/88/200/270 Syquest ☐ EZ 135 Syquest ☐ 3.5" Magneto Optical

☐ 5.25" Magneto Optical ☒ 5.25" Compact Disk ☐ Iomega ZIP ☐ Iomega Jazz ☐ Other: _____

Layout Program - ☐ Quark Express (Vers. # _____) ☐ PageMaker (Vers. # _____) ☒ Other: PDF

Graphics Program - ☐ Illustrator (Vers. # _____) ☐ Freehand (Vers. # _____) ☐ PhotoShop (Vers. # _____) ☐ Other: _____

Typefaces provided by - ☐ Vendor ☐ Agency Typeface Brand: _____ Fonts used: _____

Color Separating by - ☐ Vendor ☐ Agency Color Trapping by - ☐ Vendor ☐ Agency

PRINTER: ☐ PostScript ☐ PCL ☐ Other: _____

Imaging Resolution Required - ☐ 600 dpi ☐ 1200 dpi ☒ 2400 dpi ☐ Other: _____

B&W SCANS: Line Screen Required: _____ Scan Resolution Required: _____ Size: _____ (No. _____) Size: _____ (No. _____)

FOUR-COLOR SCANS/ _____ Line Screen Required: _____ Scan Resolution Required: _____

SEPARATIONS: _____

Provided by: ☐ Printer ☐ Agency ☐ Min. size(No. _____) ☐ 1/2 Page (No. _____) ☐ Full Page (No. _____)

Agency will provide ☐ Transparency ☐ Print ☐ Art ☐ Other: _____

Type of proof: ☐ Match Print ☐ Dye Sublimation ☒ Other *** See Addendum

PROOFS: ☒ Laser (Sets 1) ☐ Page (Sets _____) ☐ Blueline (Sets _____) ☐ Other _____

FOLDING: ☐ Yes ☐ No ☐ Type _____ SPECIAL APPLICATIONS: ☒ Die Cut ☐ Scoring ☐ Perforations (No. _____)

BINDING: ☐ Saddle Stitch ☐ Perfect Bind ☐ Side Staple ☒ 3 Hole Drill ☒ Collated

☐ Plastic Bind (Color _____) ☐ Wire Bind ☒ Other separator sheets @ _____

PACKAGING: ☒ Boxed Std per box ☐ Wrapped _____ per pkg. ☐ Shrink Wrapped _____ per pkg.

COPY READY DATE: Upon award of contract DELIVERY DATE REQUIRED: See solicitation

☐ Inside Delivery

☐ ALL COPY, PROOFS, ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE AND CAPABLE OF DISCUSSING THE CONTRACT

PROCUREMENT PREFERENCES

PREFERENCES – A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)7(ii) or the Resident Contractor Preference (11-35-1524(C)(1)(iii). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

☐ In-State Office Address same as Home Office Address
Address (check only one)

☐ In-state Office Address same as Notice

SOUTH CAROLINA/UNITED STATES PRODUCT PREFERENCE - (Product preference does not apply to services.)
In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you must check the appropriated space(s) provided under the Bidding Schedule.

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009)

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the

solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item

PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING RFQ**INSTRUCTIONS TO BIDDERS**

DISCUSSIONS AND NEGOTIATIONS: By submission of a quotation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's quotation.

- 1) By submission of a bid, you are certifying that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
- 2) Unless otherwise required herein, only one signed copy of the Request for Quotation is required.
- 3) Quotations "faxed" directly to the DHEC Procurement Office are acceptable unless otherwise stated in this package.
- 4) Quotations, amendments thereto or withdrawal request must be received by the time advertised for bid closing. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid closing shall be governed by State Regulation 19-445.2085.
- 5) When specifications or descriptive papers are submitted with the RFQ submission, enter bidder's name thereon.
- 6) Submit your signed RFQ on this form.
- 7) Bidders must clearly mark as "CONFIDENTIAL" each part of their quotation which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
- 8) By submission of a quotation, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.
- 9) **Tie quotations** will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
- 10) **Taxes:** Prices are to be exclusive of all sales, use and like taxes.
- 11) **Correction of errors on this RFQ form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the quotation. Erasures or use of typewriter correction fluid may be cause for rejection. No quotation shall be altered or amended after the time specified for the bid closing.
- 12) **Ambiguous quotations** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected or otherwise disregarded.
- 13) **Failure to respond** to three consecutive RFQs may result in removal of bidder's name from the mailing list.

GENERAL PROVISIONS

- 14) **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
- 15) **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgement shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".
- 16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
- 17) **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quotation or to the subsequent contract.
- 18) **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC or the Procurement Officer shall be legally bound by any amendment or interpretation that is not in

writing.

- 19) **Award Criteria:** Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.
- 20) **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.
- 21) **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the closing date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- 22) **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

GENERAL CONDITIONS

- 23) **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
- 24) **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 25) **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule(s).
- 26) **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
- 27) **Publicity Releases:** By submission of a quotation, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
- 28) **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
- 29) **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 30) **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
- 31) **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty day advance notice in writing to the successful contractor.
- 32) **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to

support continuation of performance in a subsequent fiscal period or appropriated year.

- 33) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
- 34) **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
- 35) **S.C. Law Clause:** Upon award of a contract under this quotation, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a quotation, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.
- 36) **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the RFQ closing date. Written permission must be obtained from the DHEC Procurement Office.
- 37) **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
- 38) **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a quotation, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
- 39) **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
- 40) **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
- 41) **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
- Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
 - Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
 - DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.
- 42) Any written assurances, MSDS's or correspondence required must be submitted prior to beginning any aspect of the contract.
- 43) **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

SPECIAL PROVISIONS

- 44) **FOB Destination:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Quotations received otherwise may be subject to rejection.
- 45) **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.
- 46) **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his quotation supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.
- 47) **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.